



Michigan Department of Education Competitive Grant

Evaluation of the Michigan Statewide System of Support for High Priority Schools

GRANT ANNOUNCED.....	01/12/2009
APPLICANT CONFERENCE	02/13/2009
AT:	Michigan Department of Education John A. Hannah Building 608 W. Allegan St. Lansing, MI 48933
STATE CONTACT.....	Michael E. Nauss Naussm@michigan.gov (517) 373-4140
PROPOSALS DUE	03/06/09
AT:	Proposals should be sent via UPS/FedEx to: Michigan Department of Education Office of School Improvement c/o Michael E. Nauss 2nd Floor, Pillar G-15 608 W. Allegan St. Lansing, MI 48933



GRANT ANNOUNCEMENT

Evaluation of the Michigan Statewide System of Support for High Priority Schools

Grant Program Evaluation/Educational Research

The Michigan Department of Education (MDE) is offering a competitive grant opportunity for qualified professional firms and universities to conduct program evaluations and educational research, complying with all terms and conditions described in this document.

Mark all documents *Evaluation of the Michigan Statewide System of Support for High Priority Schools Grant*

Mail or deliver all proposals and accessory documents, via UPS/FedEx to:

Michigan Department of Education
Office of School Improvement
c/o Michael E. Nauss
2nd Floor, Pillar G-15
608 W. Allegan St.
Lansing, MI 48933

Proposals must be manually signed on this MDE form in the space provided below.

Submit seven (7) printed copies and one (1) electronic copy, in PDF format, on CD. Please clearly mark the original copy as "ORIGINAL" on the cover.

I have read the terms and conditions of this grant and submit for consideration the attached proposal and exhibits.

I acknowledge that there is no conflict of interest, as defined by Section 5.8, unless otherwise expressly disclosed by attachment to this page.

Company Name

Company Telephone Number

Company Address

Company Fax Number

City, State, Zip Code

Authorized Signer's Full Name and Title

Authorized Signature

Date

1.0 Proposal Overview

1.1 Scope of Services Sought

The Michigan Department of Education (MDE) is announcing a competitive grant for the design, development, implementation, and post implementation of a comprehensive, longitudinal program evaluation. This process will evaluate the implementation of The Michigan Statewide System of Support (SSOS). The goals of the SSOS are to:

1. Provide the support needed so that identified schools make Adequate Yearly Progress (as defined by Michigan's Accountability Plan) and are no longer identified for improvement.
2. Create conditions in which schools are able to engage in sustainable improvement efforts, by:
 - Supporting leadership at the building level
 - Supporting the school improvement process, including the School Improvement Framework, the School Improvement Plan, and the Comprehensive Needs Assessment
3. Increase system coherence among the MDE and intermediate school districts and increase the capacity of ISDs and RESAs to provide support to targeted districts and schools.

This grant award will be 100% federally funded as a part of the Title I School Improvement Grant from the US Department of Education to the Michigan Department of Education.

1.2 Definitions

State:	State of Michigan
ISD:	Intermediate School District
MDE:	Michigan Department of Education
OSI:	Office of School Improvement
SSOS:	Statewide System of Support
RESA:	Regional Educational Service Agency
AYP:	Adequate Yearly Progress
Applicant:	Organization or individual submitting a grant application
Grantee:	Successful applicant awarded the grant

1.3 Evaluation Scope

The primary goal of Michigan's State System of Support (SSOS) is to improve students' academic achievement and support schools in making Adequate Yearly Progress (AYP) under the No Child Left Behind Act (NCLB) of 2001.

The Michigan Department of Education is interested in (1) understanding *how the SSOS is being implemented*, including the interaction effects among program components, (2) ascertaining the *fidelity of implementation* (e.g., are coaches, process mentors, and principals implementing what they have learned), and (3) understanding the *extent to which the implementation of the SSOS is having an impact on school planning, classroom practice and student academic achievement*. In addition, the MDE believes that it is critical to understand better the *external and system factors* that may be influencing the implementation and success of SSOS.

Applicants are asked to propose a quasi-experimental evaluation design capable of addressing, to the extent possible given existing design constraints, the scope of the evaluation (stated above) and the following key evaluation questions.

1.4 Key Evaluation Questions

Implementation	1. How well are the five program components being implemented, annually and over the course of the evaluation? 2. To what extent are the program components being implemented with fidelity?
System Components	3. How do the various program components work together as implemented? 4. To what extent are there interaction effects among and between the various program components?
Impact	5. To what extent do schools receiving services through the SSOS improve students' academic achievement and make AYP?
Systemic Influence	6. What are the major system challenges and constraints that influence the effectiveness of the SSOS?
System Coherence	7. Is the SSOS Coherent? Does it contribute to system coherence across and within levels of the system?

The study report must present findings that directly address all of the above questions using appropriate indicators of effectiveness and proper data analysis/synthesis.

1.5 Grant Amount

\$450,000 over three (3) years with one (1) year extensions awarded based upon need and availability of funds.

2.0 Essential Understandings

2.1 Statutory Authorization

Section 117 of the Federal NCLB Act requires each state to establish a statewide system of support of intensive and sustained support, and improvement for local education agencies and schools receiving Title I funds to increase the opportunities for all students to meet the state's academic content and achievement standards.

2.2 Office of School Improvement Overview

The Office of School Improvement (OSI) is one of the largest offices within the Michigan Department of Education and is dedicated to providing leadership and assistance at a state and local level to improve the academic achievement of Michigan schools and students.

OSI is comprised of three units. *Curriculum and Literacy* is responsible for the development of Michigan's K-12 education standards, benchmarks, Grade Level Content Expectations, MI-Plan, and administers the federal Reading First program. *The Field Services Unit* provides leadership, guidance, and technical assistance to engage all schools in meaningful school improvement efforts, with a special focus on High Priority schools. In addition, this unit administers twelve federal grant programs, including providing schools and LEA's with technical assistance to apply for funds, approving applications, and monitoring for compliance with Title I programs. *The Academic Support Unit* provides guidance and support to Public School Academies (Charter Schools), Migrant Education, and English Language Learner/Bilingual educational programs and homeless students.

2.3 System of Support

A significant element of Michigan's Statewide System of Support (SSOS) includes forming partnerships across the state. MDE is tapping into the resources of ISDs and professional organizations to contribute expertise, coordinate services, and to provide regional guidance to local districts with Title I High Priority Schools.

The SSOS focuses on capacity-building. The primary focal points for capacity-building at the school level are leadership and fidelity to a well-written school improvement plan. There are four major prongs to this initiative: **Principal Fellowship, Leadership Coaches, Process Mentors, and Auditors.**

The Principal Fellowship and Leadership Coach Institute are conducted by Michigan State University (MSU) in July and August. The focus of both the Fellowship and the Institute is to build the capacity of the building leader in alignment with the Leadership strand of Michigan's School Improvement Framework; our blueprint for all academic initiatives in the state (see www.michigan.gov/schoolimprovement).

Our Principal Fellowship is a one week residential study of leadership in relation to instruction. Visionary leadership, recognizing good instruction, and using data to direct education are the primary themes of the Fellowship program. Principals in Phases 3 and above are strongly encouraged to attend the summer session. Follow-up sessions occur at least quarterly to update principals and maintain the cohort as a learning community.

Leadership Coaches are also trained by Michigan State University. Coaches are selected from groups of distinguished administrators and principals who were successful in high priority schools. Leadership coaches are specifically assigned to assist the principal to implement the themes of the Principal Fellowship and the School Improvement Leadership strand. They also assist the principal in developing a strong leadership team to drive and implement the building level school improvement plan. The coach does not direct the principal; rather, through a series of thoughtful questions and feedback, the principal reaches leadership plans/conclusions on his own. In this way, when the coaching experience is finished, the principal has the capacity to make those decisions independently. The coach is in the school approximately 3 days per week with the building principal. The coach is hired for a school by the regional ISD, and paid for with part of the \$70,000 regional assistance grant. Coaches are assigned to principals in Phases 3 and above.

Leadership Coaches also attended the Principal Fellowship. The result was a common vocabulary between the principal and coach, an understanding of the role of both the coach and the principal in the school, and a set of expectations for beginning the school year. More information about coaches and principal training is available at www.aypsupport.org.

The third prong of the SSOS is the Process Mentor Team. This team builds capacity to examine building level data, use the data to make instructional decisions based on research-based designs, and frequently assess whether instruction needs to be adjusted. While the focus of the Leadership Coach is to work primarily with the principal, the mentor team works with the principal and the School Improvement Team. The mentor team visits the school at least four times per year to refine the School Improvement Plan, set short-term instructional and student learning goals. There are three major goals for these visits:

1. To hold schools accountable for results,
2. To remove barriers,
3. To identify and provide resources for change.

Process Mentors are a team of two in Phase 1 and Phase 2 buildings, then a team of three in all other Phases. The team is comprised of an ISD person familiar with the school improvement planning process, a central office person, and, in Phase 3 and higher, a representative from MDE. The team works together, but each plays a different role. The ISD person has skills to facilitate groups, understand the school improvement process and the use of data, and setting meaningful goals. The role of the district person is to help remove systemic barriers that may impede the school's progress and serve as a built-in communication link to the district central office for accountability purposes. Beginning in Phase 3, the MDE representative's role is to assist with compliance issues in corrective action, to assist in the coordination of and use of state/federal funds to improvement achievement, and to facilitate communication with MDE. All three mentors facilitate the use of additional resources.

The Auditors provide both MDE and the district with an independent picture of the school in relationship to its progress on the School Improvement Framework. They give impartial information to both MDE and the district regarding how a school is progressing beyond state assessment scores. Schools in Phase 3 will receive two audits during the year and one audit each additional year they remain in a phase.

Each audit team consists of two distinguished educators or educational administrators, usually recently retired from public and/or private instruction. Auditors visit the building and interview the leadership and staff. Parents and students may also be interviewed. The interviews and the auditor observations complete a picture that gives color to the data gathered by state and local assessments. The auditing instrument is developed to assess key elements of the School Improvement Framework and verify information in the Comprehensive Needs Assessment.

Auditors report their findings to MDE, the district, and the building principal. They also give their information to the Process Mentor team. The function of the audit, other than an independent review, is to triangulate data for using test scores, mentor reports, audit reviews to inform decision making, and determine if changes consistent with the School Improvement Framework are being implemented with fidelity.

Our ISDs assign and provide oversight for Coaches and Mentors in the Title I High Priority schools and participate in school-level improvement planning and implementation support. In addition, ISDs provide countywide technical assistance for high priority schools in the area where they are struggling to make AYP. English language arts, mathematics, and data analysis are the three major initiatives undertaken by ISDs to service their buildings using their regional assistance grants.

3.0 Applicant Instructions

3.1 Grant Inquiries

All inquiries concerning this grant, including but not limited to, requests for clarifications, questions, and any changes to the grant, **shall be emailed**, citing the grant title, Page, Section, and Paragraph and submitted to the following Point of Contact:

Michael E. Nauss
Michigan Department of Education
Office of School Improvement
Naussm@michigan.gov

Applicants are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the State's Point of Contact (see above) no later than the conclusion of the Applicant Inquiry period (see Calendar of Events). Inquiries received later than the conclusion of the Applicant Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in the Calendar of Events, however, this date may be subject to change at the State's discretion. The State may also consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this grant on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the grant shall not be binding upon the State. The State will make publicly available all inquiries and responses, upon request.

3.2 How to Respond

The cover page of this grant document contains specific instructions as to where and to whom your response should be addressed, the number of copies needed, and due date and cut off time, along with other important instructions.

3.3 Calendar of Events

The following table provides the Calendar of Events for this grant:

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Grant announcement	01-12-09	TBA
Applicant inquiry begins	01-13-09	8:00 a.m.
Notification of Applicant Intent due to MDE, including the number of Representatives attending the Applicant Conference	02-06-09	4:00 p.m.
Applicant Conference	02-13-09	1:00 p.m.
Applicant inquiry period ends	02-20-09	4:00 p.m.
Final responses to Applicant inquiries	02-27-09	4:00 p.m.
Final date for Application submission/receipt	03-06-09	4:00 p.m.
Applicant oral interviews	03-17-09	TBA
Anticipated Award	03-27-09	TBA

3.4 Applicant Conference/Technical Assistance Meeting

All applicants must attend a mandatory Applicant Conference, held in the following location, as identified in the Calendar of Events:

Michigan Department of Education
Ladislaus B. Dombrowski Board Room
Fourth Floor, John A. Hannah Building
608 W. Allegan St.
Lansing, MI 48933

Parking is available in the lot directly in front of the Michigan Library and Historical Center on Kalamazoo Street. Parking is also available in the public lot on Allegan Street, across from the back (north) door of the Michigan Library and Historical Center. Attendees are encouraged to print a MapQuest map to acquire specific directions.

Persons with disabilities, needing accommodations for participation in this function, are invited to contact the Michigan Department of Education to request mobility, visual, hearing, or other assistance.

Applicants are requested to RSVP, via email, by the date identified in the Calendar of Events, indicating the number of individuals who will be attending.

Applicants will have an opportunity to ask questions about the grant and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the grant; a request for changes to the grant; suggestions or changes to the grant that could improve the grant competition, and to review any applicable documentation.

Applicants are encouraged to email inquiries at least twenty-four (24) hours prior to the Applicant Conference. No responses will be given prior to the Applicant Conference. Oral answers will not be binding on the State. The State's final responses to Applicant inquiries and requested changes to terms and conditions raised during the Applicant Inquiry Period will be emailed by the date specified as the Final State Responses to Applicant Inquiries, as specified in the Calendar of Events. Applicants are responsible for any and all costs associated with attending the Applicant Conference.

NOTE: The State will NOT distribute a list of Applicant Conference Attendees.

4.0 Proposal Evaluation

4.1 Minimal Qualifications

The applicant must show clear evidence of meeting the following conditions:

1. A minimum of two years of recent experience, one of which must be within the last three years, in the development of projects similar to that described in this grant.
2. Attendance at Applicant Conference.
3. Letter of intent.

4.2 Proposal Checklist

The proposal must include the following:

1. A description of the applicants experience in providing services required, including discussion of previous related work.
2. A management, staffing, and budget plan for the internal management of the grant work that will ensure accomplishment of the tasks.
3. An organization chart indicating staff (by name), task responsibilities, and timeline.
4. At least two samples of research and evaluation reports developed and prepared by the applicant. The applicant provides at least three copies of such products.
5. At complete list of clients for the past two to three years and two client references relevant to the scope and complexity of the services required by the grant. These references include a description of the services performed, the date of these services, and the name, address, telephone number and email address of the client reference.
6. If applicable, letters of commitment from proposed subcontractor(s).

4.3 Proposal Evaluation [140 Points]

A panel will review the proposal and award points based on the level of competence (Distinguished, Proficient, Capable, Emergent) demonstrated in five areas (Clarity and comprehensiveness; Approach and study design; Assessment and measurement; Work plan; Staffing plan and timeline). A total of 140 points are possible.

Competence Level	Explanation	Points
Distinguished	Demonstrates a superior degree of competence	4
Proficient	Demonstrates a high degree of competence	3
Capable	Demonstrates an average degree of competence	2
Emergent	Demonstrates a limited degree of competence	1

Area	Explanation
Clarity and comprehensiveness	Evaluation of the overall clarity and comprehensiveness of the RFP in demonstrating a conceptual understanding of the evaluation question.
Approach and study design	Evaluation of the soundness of the investigation and study design (including triangulation framework, experimental design, identification of hypotheses, sample size and statistical power) in evaluating the question.
Assessment and measurement	Assessment of the quality of instruments, data collection techniques, success indicators, adjustment procedures, and statistical significance testing in providing data analysis and synthesis for generating findings that will address the evaluation question (and ensure that measurement is precise, accurate and unbiased). The degree of awareness of any conceptual or methodological problems surrounding the project and ways to address these problems.
Work plan	Evaluation of the clarity, specificity and feasibility of the work plan in response to the evaluation question and study design (including the extent to which the work plan includes well defined indicators and benchmarks).
Staffing plan and timeline	Judgment of the adequacy of the staffing plan and the degree to which it ensures the efficient operation of the project. Assessment of the degree of specificity and feasibility of the proposed task initiation and timeline (including the extent to which it reflects adequate time commitment to each task) and the appropriateness and applicability of experience and expertise of proposed staff for proposed tasks.

	Evaluation Question	Clarity	Design	Measurement Quality	Work Plan	Staffing Plan	Total Possible
Implementation	How well are the five program components being implemented annually and over the course of the evaluation?	[Points]	[Points]	[Points]	[Points]	[Points]	20 Points
	To what extent are the program components being implemented with fidelity?						20 Points
System Components	How do the various program components work together as implemented?						20 Points
	To what extent are there interaction effects among and between the various program components?						20 Points
Impact	To what extent do the schools receiving services through the SSOS improve students' academic achievement and make AYP?						20 Points
System Influence	What are the major system challenges and constraints that influence the effectiveness of the SSOS?						20 Points
System Coherence	Is the SSOS sound? Does it contribute to system coherence across and within levels of the system?						20 Points
Total Points Awarded							140 Points

4.4 Artifact Evaluation [36 Points]

A panel will review the applicant's previous work and award points based on the level of competence (Proficient, Capable, Emergent) demonstrated in four areas (Clarity and comprehensiveness; Methodology; Analysis; Management and fidelity). A total of 36 points are possible.

Level	Explanation	Points
Proficient	Demonstrates a high degree of competence	3
Capable	Demonstrates an average degree of competence	2
Emergent	Demonstrates a limited degree of competence	1

Criterion	Explanation	Exhibit A	Exhibit B	Exhibit C	Total Possible
Clarity and comprehensiveness	Demonstrates clarity and comprehensiveness in answering the evaluation questions. Communication is effective with a clear and concise flow of ideas. Technical aspects are communicated in a non-technical manner.	[Points]	[Points]	[Points]	9 Points
Methodology	Used a sound design with high quality instruments, data collection techniques, and appropriate statistical testing.				9 Points
Analysis	Provided a thorough analysis that addressed the evaluation questions. Synthesized information to make realistic, insightful and actionable recommendations.				9 Points
Management and fidelity	Demonstrates appropriate management and fidelity.				9 Points
Total Points Awarded					36 Points

4.5 References [24 Points]

Points for references will be awarded based on the level of competence (Distinguished, Proficient, Capable, Emergent) demonstrated in three areas (Quality of work; Clarity and communication; Management and fidelity). Applicants can receive a total of 24 points (12 points for each reference).

First Reference

Evaluator	Project
Dept./District	Description
Phone	
eMail	
Date	

Level	Explanation	Points
Distinguished	Demonstrates a superior degree of competence	4
Proficient	Demonstrates a high degree of competence	3
Capable	Demonstrates an average degree of competence	2
Emergent	Demonstrates a limited degree of competence	1

Criterion	Explanation	Rating	Performance Discussion
Quality of work	Produced high quality work that is thorough, accurate and purposeful. Made sound recommendations. Deliverables (reports / presentations) met / exceeded expectations.	[Points]	
Clarity and communication	Communicates with client in an effective, clear and timely manner. Technical aspects are communicated in a non-technical manner. Interacts and cooperates with client to ensure objects / goals are met. Follows approval procedures.	[Points]	
Management and fidelity	Prevented unnecessary delays, performed tasks on time, resolved problems and followed through on tasks despite set backs. Controlled operating costs effectively, carefully monitored expenditures and worked within budgetary constraints. Performed and delivered as specified in bid / contract.	[Points]	
Strengths	Strengths are directly applicable to this project.		In what areas did this vendor exhibit strengths?
Weaknesses	Weaknesses would not affect this project.		In what areas did this vendor exhibit weaknesses?
Total Points Awarded			

Second Reference

Evaluator	Project
Dept./District	Description
Phone	
eMail	
Date	

Level	Explanation	Points
Distinguished	Demonstrates a superior degree of competence	4
Proficient	Demonstrates a high degree of competence	3
Capable	Demonstrates an average degree of competence	2
Emergent	Demonstrates a limited degree of competence	1

Criterion	Explanation	Rating	Performance Discussion
Quality of work	Produced high quality work that is thorough, accurate and purposeful. Made sound recommendations. Deliverables (reports / presentations) met / exceeded expectations.	[Points]	
Clarity and communication	Communicates with client in an effective, clear and timely manner. Technical aspects are communicated in a non-technical manner. Interacts and cooperates with client to ensure objects / goals are met. Follows approval procedures.	[Points]	
Management and fidelity	Prevented unnecessary delays, performed tasks on time, resolved problems and followed through on tasks despite set backs. Controlled operating costs effectively, carefully monitored expenditures and worked within budgetary constraints. Performed and delivered as specified in bid / contract.	[Points]	
Strengths	Strengths are directly applicable to this project.		In what areas did this vendor exhibit strengths?
Weaknesses	Weaknesses would not affect this project.		In what areas did this vendor exhibit weaknesses?
Total Points Awarded			

4.6 State Rights in Evaluating Proposal

The State reserves the right to:

1. Consider any source of information in evaluating proposals,
2. Omit any planned evaluation step if, in the State's view, the step is not needed,
3. At its sole discretion, reject any and all proposals at any time,
4. Open discussions with the second highest scoring applicant, if the State is unable to reach an agreement on award terms with the highest scoring applicant.

4.7 Oral Presentation/Interviews and Discussion

Preliminary scores from the evaluation of proposals will be used to select applicants for oral interviews. The purpose of oral interviews is to clarify and expound upon information provided in the written proposals. Applicants are prohibited from altering the basic structure of their proposals during the oral interview.

For each invited applicant, it is anticipated that each oral interview will be no more than two (2) hours in length. A highly structured agenda will be used for the oral interview to ensure standard coverage of each invited applicant. Information gained from the oral interview will be used to evaluate the applicant's proposal.

5.0 Terms and Conditions

5.1 Alteration of Application

The original application document is on file with the Michigan Department of Education, Office of School Improvement. Any alteration to this application or any file associated with the application is prohibited, unless written approval is provided. Any such changes may result in a proposal being rejected.

5.2 Rejection of Proposal

MDE reserves the right to reject any or all proposals that are not responsive to the grant, are outside of the fiscal constraint, or are not in the best interest of MDE.

5.3 Incurring Costs

There is no express or implied obligation of MDE to reimburse any individual or firm for any costs incurred in preparing or submitting responses; for providing additional information when requested by MDE; or for participating in any applicant conference, technical assistance meeting, interview, or contract negotiation.

5.4 Confidentiality of Proposal

A proposal must remain confidential until the effective date of any resulting award as a result of this grant. An applicant's disclosure or distribution of proposals, other than to the State, will be grounds for disqualification.

5.5 Applicant Conduct

During the application window (the date from release of the grant to final award), applicants are not permitted to contact any MDE employee or members of the State School Board regarding the grant unless written permission is given by the MDE designated contact person identified within this document. No gratuities of any kind will be accepted, including meals, gifts, and trips, except as provided as a reference site visitation during finalist evaluations, if needed. Violation of these conditions will constitute immediate disqualification.

5.6 Applicant Responsibilities

The Applicant shall be solely responsible for meeting all requirements and terms and conditions specified in this grant, its proposal, and any resulting award, regardless of whether or not it proposes to use any subcontractor.

5.7 Applicant Staff

The State may conduct reference and background checks on the applicant, assigned workers, or subcontractors. The State reserves the right to reject the Applicant, assigned workers, or subcontractor as a result of such reference and background checks.

5.8 Conflict of Interest

All applicants must disclose the name of any officer, director, or agent who is also employed by or represents the MDE. All applicants must disclose the name of any employee or representative who owns, directly or indirectly, any interest in the applicant's business or any of its branches.

5.9 Lobbying for Grants and Cooperative Agreements

No federal, appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions. The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subgrants, contracts under grant and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

5.10 Debarment, Suspension, Ineligibility, and Exclusion

The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.11 Insurance

The final negotiated grant language will include a requirement that the Grantee agrees that the financial responsibility for claims or damages to any person, or to the Grantee’s employees, subcontractors, and agents, shall rest with the Grantee. The Grantee is required to maintain insurance coverage including, but not limited to, Workers Compensation, Employee Liability, Professional Liability, Automobile Liability, and Umbrella Liability to support such financial obligation. The minimum levels of insurance, required by MDE, from a contractor are:

1. Workers Compensation	Statutory Limits
2. Employers Liability	\$100,000 per occurrence/\$500,000 aggregate*
3. Commercial Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate*
4. Professional Liability	\$1,000,000 per occurrence/\$1,000,000 aggregate*
5. Auto Liability	\$1,000,000 per occurrence
6. Umbrella (excess) Liability	\$1,000,000 per occurrence

*Or such high limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

MDE must be named as an additional insured under the Grantee’s commercial general liability insurance, including product liability insurance and umbrella liability insurance. The certificate of insurance or policies of insurance, evidencing all coverage, must include a statement that MDE will be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of the Grantee’s insurers providing the coverage required by MDE for the duration of the contract. Insurance companies must be acceptable to MDE and must have a current A.M. Best rating of A- or better.

Documentation of insurance, in the form of Certificates of Insurance, will be required to be submitted prior to the award of the contract. Documentation is not required at the time of RFP response. In your proposal, indicate whether or not you will be able to obtain the required coverage and meet the specified terms and conditions.

5.12 Indemnification

The Grantee will be required to defend, indemnify and hold harmless MDE, its agents, board members, officers, and employees (indemnities) from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages, and reasonable attorney fees. An indemnity's recovery is not limited due to the fact that MDE is named as an additional insured under any of contractor's insurance policies. The contractor is solely responsible for any payment of any deductible or retention under its insurance policies.

5.13 Tax Exempt

MDE is exempt from sales and use tax by state statute.

5.14 Audit Requirements

All grant recipients who receive \$500,000 or more in federal funds from all sources are required to have an audit performed in compliance with the Single Audit Act (effective January 2004).

5.15 Audit of Pricing and Billing Procedures

MDE reserves the right to conduct periodic audits of pricing and billing procedures, as well as other terms, conditions and procedures of the contract entered into between the vendor and MDE.

5.16 Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Michigan Department of Education, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

5.17 State Monitoring Visits

All grant awards are subject to onsite review. Grantee staff must maintain and make available, in the event of a monitoring visit, evidence to support the complete implementation of the proposed contract.

5.18 Cancellation

In the event a Grantee shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Grantee, MDE may, as its option and in addition to other rights and remedies which it may have, terminate the agreement and all rights of the vendor under the agreement. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for grant termination.

5.19 Joint Proposals

MDE requires a single application for all grant items. In the event a group of applicants elect to submit a single response, all participating applicants must be identified in the response, and a "primary applicant" must be assigned who will be responsible for negotiating all grant matters.

MDE reserves the right to accept the primary applicant, but reject any secondary applicant. The primary applicant will have the option of withdrawing its application, without penalty, or replacing the rejected subcontractor.

5.20 Designation of Subcontractors

The Grantee may employ Subcontractors to deliver required services, subject to the terms and conditions of this grant. The Grantee shall remain wholly responsible for performance of the entire contract regardless of whether a Subcontractor is used. The State will consider the Grantee to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the grant.

5.21 Certification Regarding Nondiscrimination

The Applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education.

5.22 Assurance Concerning Materials Developed

The Grantee assures that the following statement will be included on any publication or project materials developed with funds awarded under this program, including reports, films, brochures, and flyers: "These materials were developed under a grant awarded by the Michigan Department of Education."

5.23 Section 511 of the U.S. DOE Appropriation Act of 1990

When issuing statements, press releases, requests for proposals, solicitations, and other documents describing this project, the recipient shall state clearly: 1) the dollar amount of federal funds for the project, 2) the percentage of the total cost of the project that will be financed with federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by nongovernmental sources.

5.24 Grant Award

A grant award by the State will be based upon criteria, standards, and weighting identified in this grant. Each applicant proposal will be considered as a whole solution, without limitation, including all services proposed, qualifications of the applicant and any subcontractor, and cost.

5.25 Non-Exclusive

A grant award by the State will be based upon criteria, standards, and weighting identified in this grant. Each applicant proposal will be considered as a whole solution, without limitation, including all services proposed, qualifications of the applicant and any subcontractor, and cost.

5.26 Compliance with Grant Program Requirement

The Grantee agrees to comply with all applicable requirements of all State statutes, Federal laws, executive orders, regulations, policies and award conditions governing this program. The Grantee understands and agrees that if it materially fails to comply with the terms and conditions of the grant award, the Michigan Department of Education may withhold funds otherwise due to the Grantee from this grant program, any other federal grant programs or the State School Aid Act of 1979 as amended, until the Grantee comes into compliance or the matter has been adjudicated and the amount disallowed has been recaptured (forfeited). The Department may withhold up to 100% of any payment based on a monitoring finding, audit finding, or pending final report.

5.27 Governing Law

The provisions of any contract, resulting from this RFP, shall be constructed in accordance with the laws in the State of Michigan.